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together with free and uninterrupted use and liberty and privilege of and passage in and along said strip of land 20 feet wide situate as aforesaid, located between southerly lines of tract herein described and northerly right of way of Montour Railroad, together with free ingress, egress and regress to and for Grantee, its successors and assigns at all times and seasons forever hereafter along and upon said strip of land in common with said F. J. LeMoyné, one of grantees, his heirs and assigns, and tenants and occupants of remainder of said original tract owned by said F. J. LeMoyné and in common with owners or occupants of land along or contiguous to Montour Railroad and their tenants or under tenants.

To have and to hold in common with each other and forever as a roadway for wagons, other vehicles and pedestrians, all and singular, the use, liberty, and privilege granted as aforesaid. This conveyance is made under and subject to any premises hereunder described.

Excepting and reserving also unto Pittsburgh Coal Co., its successors and assigns, all the coal of the several veins in and underlying above described tract of land, together with free and uninterrupted right of way into and under said land but not upon surface thereof at such points and in such manner as may be proper and necessary for purpose of digging, mining, draining and ventilating and carrying away said coal and other coal now owned or hereafter owned by Pittsburgh Coal Co., its successors and assigns, with waiver of all surface damages and damages of any sort arising out of any and all of the operations aforesaid; together with the privilege of mining and removing thru said described tract of land other coal now owned or hereafter acquired by Pittsburgh Coal Co., its successors and assigns.

Excepting also unto Pittsburgh Coal Co., its successors and assigns, the right to construct, maintain, and operate a line of telegraph and telephone and power poles with necessary wires and arms thereon along boundary line upon which said premises abut with waiver of all surface damages and damages of any sort arising thereupon together with improvements and privileges.

Mortgagors - herein, for themselves their heirs and assigns, hereby grant, bargain, sell and convey to mortgagee, its successors and assigns, a right of way across the property of grantors contiguous to land herein described for such lawful purposes as grantees its successors and assigns may require for ingress, egress, regress and utilities.

Being part of the same property conveyed to the mortgagors herein by Perry A. Sletteland et ux by deed dated June 18, 1945, and recorded September 21, 1945, in Deed Book Volume 2845, page 42, in the Recorder's Office of Allegheny County, Pennsylvania.

Together with the buildings and improvements, now or hereafter erected thereon, the appurtenances thereunto belonging and the reversions, remainders, rents, issues and profits thereof.

To Have And To Hold the same unto Mortgagee, its successors and assigns, forever.

Provided, However, That if Mortgagor shall pay to Mortgagee the aforesaid debt or principal sum, and all other sums payable by Mortgagor to Mortgagee hereunder and under the terms of the Note, together with interest thereon, and shall keep and perform each of the other covenants, conditions and agreements hereinafter set forth, then this Mortgage and the estate hereby granted and conveyed shall become void.

This Mortgage is executed and delivered subject to the following covenants, conditions and agreements:

(1) From time to time until said debt and interest are fully paid, Mortgagor shall: (a) pay and discharge, when and as the same shall become due and payable, all taxes, assessments, sewer and water rents and all other charges and claims assessed or levied from time to time by any lawful authority upon any part of the mortgaged premises and which shall or might have priority in lien or payment to the debt secured hereby, (b) pay all ground rents reserved from the mortgaged premises and pay and discharge all mechanics' liens which may be filed against said premises and which shall or might have priority in lien or payment to the debt secured hereby, (c) pay and discharge any documentary stamp or other tax, including interest and penalties thereon, if any, now or hereafter becoming payable on the Note evidencing the debt secured hereby, (d) provide, renew and keep alive by paying the necessary premiums and charges thereon such policies of hazard and liability insurance as Mortgagee may from time to time require upon the buildings and improvements now or hereafter erected upon the mortgaged premises, with loss payable clauses in favor of Mortgagee and Mortgagee as their respective interests may appear; in the event of foreclosure of this Mortgage or other transfer of title to the property covered hereby in lieu of foreclosure, all right, title and interest of the Mortgagor in and to any and all insurance policies then in effect concerning this property, and all sums due thereunder, shall pass to the purchaser at judicial sale or the Mortgagee, and (e) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges.

(2) The Mortgagee may at its option require that sums sufficient to discharge the charges covered in Paragraph 1 hereof be paid in installments to the Mortgagee concurrently with the regular installments of principal and interest due hereunder. Such added installments shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of the Mortgagee, and no interest shall be payable in respect thereof. Upon demand of the Mortgagee, the Mortgagor agrees to deliver to the Mortgagee such additional monies as are necessary to make up any deficiency in the amount necessary to enable the Mortgagee to pay the items covered in Paragraph 1 hereof. In the event of a default by the Mortgagor in the performance of any of the terms, covenants or conditions herein or in the evidence of the debt secured

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INDIVIDUAL

LOAN NUMBER

Mortgage

Made this 21 day of March, 1979.

Between

JOSEPH WISEMAN and RUTH WISEMAN, of the City of Pittsburgh, County of Allegheny, and Commonwealth of Pennsylvania

(hereinafter, whether one or more, called "Mortgagor")

And

Equibank N.A., (hereinafter called "Mortgagee"), a national banking association organized and existing under the laws of the United States of America having its principal place of business in the City of Pittsburgh, Allegheny County, Pennsylvania.

Whereas, Mortgagor has executed and delivered to Mortgagee a certain Mortgage Note (hereinafter called the "Note")

of even date herewith, payable to the order of Mortgagee in the principal sum of One Million Seven Hundred Thousand

Dollars (\$1,700,000.00), lawful money of the United States of America, together with interest thereon at the rate provided in the Note, in the manner and at the times therein set forth, with the final payment of principal and interest,

if not sooner paid due and payable on the upon the default of Wiseman Oil Company, Inc., in its obligations to Equibank N.A. and containing certain other terms and conditions, all of which are specifically incorporated herein by reference.

Now, Therefore, Mortgagor, in consideration of said debt or principal sum and as security for the payment of the same and interest as aforesaid, together with all other sums payable hereunder or under the terms of the Note, does grant and convey unto Mortgagee, its successors and assigns:

All

that certain lot or piece of ground situate in Moon Township, Allegheny County, Pennsylvania, to wit:

Beginning at a point at the southeasterly corner of property now or formerly of P. J. LeMayne, and the centerline of Ewing Road, a public road, thence along the said centerline the following four (4) distances and courses: North 2° 32' East a distance of 31.41 feet to a steel mon; thence North 33° 51' East a distance of 152.14 feet to a steel mon; thence North 25° 31' East a distance of 62.21 feet to a point; thence North 6° 11' East a distance of 262.49 feet to a point, being northwesterly corner of property now or formerly G. E. Walz; thence along said line South 75° 23' East a distance of 517.42 feet to a point; being northwesterly corner of Lot No. 2, thence along line of Lot No. 2 South 18° 49' 05" East a distance of 203.54 to a point on the northerly right-of-way line of the Montour Railroad; 80 feet wide, thence along the said right-of-way line and changing direction by an arc of a circle having a radius of 905.37 feet and deflecting to the right a distance of 233.77 feet to a point; thence continuing by same South 80° 17' West a distance of 491.79 feet to a point at place of beginning.

Having erected thereon an oil re-refining and processing plant.

Containing 198,998 square feet or 4.5683 acres.

Together with the right to lay, maintain, repair, and remove one gas line and one sewer pipe line under a certain strip of land 20 feet wide situate in Moon Township aforesaid, being part of said original tract, the gas line and sewer line to be located at or near the easterly corner of the tract above described, such point or points as may be agreed upon by the parties hereto.